Docket #0241 Date Filed: 08/04/2026

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
SANGAMO THERAPEUTICS, INC.,	Case No. 26-10989 (CTG)
	Obj. Deadline: August 4, 2026 at 4:00 p.m. (ET) **Hearing Date: August 20, 2026 at 10:00 a.m. (ET)**
Debtor.[1]	**RE: D.I. 139**

LIMITED OBJECTION AND RESERVATION OF RIGHTS OF FISHER BIOSERVICES, INC. TO NOTICE OF CURE COSTS AND POTENTIAL ASSUMPTION AND ASSIGNMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES

Fisher BioServices, Inc. ("Fisher BioServices"), by and through its undersigned counsel, hereby submits this limited objection and reservation of rights (this "Objection") to the *Notice of Cure Costs and Potential Assumption and Assignment of Executory Contracts and Unexpired Leases in Connection with Sale of Substantially All Assets* [D.I. 139] (the "Cure Notice")[2] filed by Sangamo Therapeutics, Inc. (the "Debtor") and in support thereof states as follows:

BACKGROUND

1. Fisher BioServices is an industry leader in managing critical biological materials, specializing in biorepository storage, ultra-cold chain logistics, and clinical trial sample management. Dating back to at least 2015, Fisher BioServices and the Debtor have entered a succession of agreements, and amendments and restatements to those agreements, and related statements of work (collectively, the "Fisher BioServices Agreements"), pursuant to

[1] The last four digits of the Debtor's federal tax identification number are 9556. The Debtor's principal office is located at 501 Canal Boulevard, Suite A100, Richmond, CA 94084.

[2] Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Cure Notice.

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which Fisher BioServices agreed to provide the Debtor, and the Debtor agreed to pay for, certain management and related services.

2. The Cure Notice lists 14 separate Fisher BioServices Agreements[3] which Fisher BioServices and the Debtor ostensibly have entered into over the past 11 years and, with one exception, each with a listed Cure Amount of $0.00. The one exception is, according to the Cure Notice, an undated "Master Services Agreement (the "Fisher Agreement")" with a listed Cure Amount of $84,073.63, which is incorrect.

LIMITED OBJECTION

3. Fisher BioServices does not object to the assumption by the Debtor, and its assignment to the Stalking Horse Bidder, or other successful bidder, of the Fisher BioServices Agreements that are executory contracts provided the correct cure amount(s) are paid at the time those agreements are assigned to the Stalking Horse Bidder or other successful bidder and provided the requirements of 11 U.S.C. §365(b)(1) otherwise are satisfied. Fisher BioServices does object, however, to any purported assumption and assignment of any Fisher BioServices Agreements that no longer are executory or as to which all the requirements of Section 365(b)(1) are not met.

4. Since the filing of the Cure Notice, employees of Fisher BioServices and the Debtor have worked diligently and collaboratively to agree on the cure amount(s) for the Fisher BioServices Agreements. As a result of their efforts, Fisher BioServices and the Debtor have agreed the correct cure amount as of the June 23, 2026 petition date is $166,413.63. They also

[3] Copies of the Fisher BioServices Agreements do not accompany this Objection because they contain confidential and proprietary information, already are in the Debtor's possession, and are voluminous. Fisher BioServices will make available copies of one or more of the Fisher BioServices Agreements in response to a legitimate request and subject to appropriate restrictions on their disclosure and use.

have agreed that, as of the date of this Objection, at least another $21,088.93, when invoiced, will be due and owing Fisher BioServices for its ongoing services provided or accruing under the applicable Fisher BioServices Agreements. However, since the Debtor continues to procure from Fisher BioServices, and Fisher BioServices continues to provide, services under one or more of the Fisher BioServices Agreements, the final cure amount(s) will not be known for certain until the assumption and assignment of the Fisher BioServices Agreements takes place, presumably on or soon after the target September 4, 2026 closing date.

5. Fisher BioServices and the Debtor also have not yet determined with certainty, and it is uncertain if they will be able to do so within the remaining time allotted, which of the Fisher BioServices Agreements, if any, no longer are executory contracts based on the venerable *Countryman* test[4] and, therefore, are not subject to assumption and assignment by the Debtor. In all events, Fisher BioServices reiterates its objection to the assumption and assignment by the Debtor of any Fisher BioServices Agreements that no longer are executory.

RESERVATION OF RIGHTS

6. Fisher BioServices hereby reserves the right: (i) to supplement or otherwise modify this Limited Objection as necessary or appropriate, including to reflect additional cure amounts which accrue after the date hereof, and to reflect any Fisher BioServices Agreements which no longer are executory; (ii) to take discovery and/or respond to any reply filed by the Debtor; and (iii) to object to any proposed sale order tendered to the Court in connection with a sale hearing, any asset purchase agreement between the Debtor and any successful bidder or any

[4]The Countryman test provides that a contract is considered "executory," and thus subject to section 365 of the Bankruptcy Code, only if "a contract under which the obligation of both the bankrupt and the other party to the contract are so far unperformed that the failure of either to complete performance would constitute a material breach excusing performance of the other." *See In re Weinstein Co. Holdings. LLC*, 997 F.3d 497, 504 (3d Cir. 2021) *quoting* Vern Countryman, *Executory Contracts* in Bankruptcy: Part I, 57 MINN. L. REV. 439, 460 (1973)). .

further notice relating to the proposed assumption and assignment and cure amounts of any contracts or agreements between Fisher BioServices and the Debtor. Nothing contained in this Limited Objection constitutes a waiver of any of the claims, entitlements, rights, defenses or remedies of Fisher BioServices, each of which is expressly hereby reserved.

Dated: August 4, 2026
Wilmington, Delaware

Respectfully submitted,

ASHBY & GEDDES, P.A.

/s/ Gregory A. Taylor

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Counsel for Fisher BioServices, Inc.

CERTIFICATE OF SERVICE

I, Gregory A. Taylor, hereby certify that on August 4, 2026, I caused one copy of the *Limited Objection of Fisher BioServices Bio MA LLC to Notice of Cure Costs and Potential Assumption and Assignment of Executory Contracts and Unexpired Leases in Connection with Sale of Substantially All Assets to* be served upon (i) all parties of record via CM/ECF and (ii) the parties on the list below via email, unless otherwise indicated.

Richards, Layton & Finger, P.A. Attn: Daniel J. DeFranceschi Amanda R. Steele Brendan J. Schlauch One Rodney Square, 920 North King Street Wilmington, DE 19801 defranceschi@rfl.com steele@rlf.com schlauch@rlf.com *Proposed Co-Counsel to the Debtor*	Norton Rose Fulbright US LLP Attn: Robert M. Hirsh James Copeland 1301 Avenue of the Americas New York, NY 10019 robert.hirsh@nortonrosefulbright.com james.copeland@nortonrosefulbright.com *Counsel to the DIP Lender*
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Dated: August 4, 2026

/s/ *Gregory A. Taylor*
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